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ABSTRACT

The California Migrant Services Program is a comprehensive attempt to provide resources to meet the unique problems of migrant farm workers and their families. The purpose of this program, started as a result of the Economic Opportunity Amendments of 1967, is to provide to assist migrant and seasonal farm workers and their families in improving their living conditions and in developing skills necessary for a productive and self-sufficient life in an increasingly complex and technological society. The criteria required in setting up the statewide program, which is to include services in the areas of housing, health, day care, education, and dental care, are given. Also included are the criteria to be employed by the Local Applications Advisory Board in the allocation of funds for housing projects under the migrant services program; the criteria for the shelter units, plans, sites, and facilities; and the tenant rental rules. The special terms and conditions, general terms and conditions, and the fair employment practices addendum of the Migrant Program Grant Agreement are presented as an example of the agreement. The purpose, services, guidelines, and conditions of the planned migrant day care program are given; and migrant infant care is discussed in terms of its significance, the method of approach, the results expected from such a program and the assessment of these results, local program improvement, the project personnel, and its significance to other areas of the state besides the proposed trial sites. (NQ)

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STATE OF CALIFORNIA

MIGRANT SERVICES PROGRAM

[1970]

RC 006657

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CALIFORNIA MIGRANT SERVICES PROGRAM

I. Purpose - To provide opportunities for migrant and other seasonal farm workers and their families in three specific service areas.

A. Temporary shelter

B. Education

C. Day care of children and infants

II. Authority

A. Economic Opportunity Act of 1964 (P.L. 88-452)

1. Declaration of purpose - "It is, therefore, the policy of the United States to eliminate the paradox of poverty in the midst of plenty in this nation by opening to everyone the opportunity for education and training, the opportunity to work and the opportunity to live in decency and dignity."

2. Section 312 - "(a) The Director may provide financial assistance to assist State and local agencies, private nonprofit institutions and cooperatives in developing and carrying out programs to fulfill the purpose of this part.

"(b) Programs assisted under this part may include projects or activities -

"(1) to meet the immediate needs of migrant and seasonal farm workers and their families, such as day care for children, education, health services, improved housing and sanitation (including the provision and maintenance of emergency and temporary housing and sanitation facilities), legal advise and representation, and consumer training and counseling;

"(2) to promote increased community acceptance of migrant and seasonal farm-workers and their families; and

"(3) to equip unskilled migrant and seasonal

farm workers and members of their families as appropriate through education and training to meet the changing demands in agricultural employment brought about by technological advancement and to take advantage of opportunities available to improve their well-being and self-sufficiency by gaining regular or permanent employment or by participating in available Government training programs."

B. California legislation, Government Code Section 7100 - Section 9613 of the Human Resources Development Act of 1968 (AB 1463) provides that the Department of Human Resources Development shall conduct and administer the California Migrant Master Plan (California Migrant Services Program).

III. Administration

A. State of California Department of Human Resources Development.

1. A small unit within the Farm Labor Services Division is specifically delegated the responsibility for administration of the Migrant Services Programs.

a. Assistance in project development

b. Supervision of program operation

c. Program evaluation

d. Consultant services

2. State Department of Human Resources Development - responsible for contracting and fiscal management.

PARTICIPATION OF THE POOR

The California Migrant Services Program is a comprehensive attempt to provide resources to meet the unique problems of migrant farm workers and their families. As part of the War on Poverty, it demands that those areas and groups to be served, the migrants themselves, must participate in all aspects of the program.

Whatever the peripheral benefits to agricultural employers, the community at large or any other interest, the Migrant Program is of and for the migrants. Their participation is essential both in the development of the program, formulation of policy and in the conduct of the program. It should be the policy of all agencies operating elements of this program to employ migrants and former migrants in all types of jobs. Organization of tenants and parent groups should be encouraged to provide a continuing communication between those administering programs and those being served. The comprehensive participation of the poor is required in the Economic Opportunity Act of 1964. It is critical to the realization of the goals of that Act as well as essential to the success of any program serving that population.

It will be the responsibility of those agencies administering parts of this program that they demonstrate that the migrants are participating to the maximum extent feasible.

SUMMARY

STATE OF CALIFORNIA MIGRANT SERVICES PROGRAM

The Economic Opportunity Amendments of 1967, in Title IIIb, Section 311, provides for programs to assist migrant and seasonal farmworkers and their families to improve their living conditions and develop skills necessary for a productive and self-sufficient life in an increasingly complex and technological society. The federal Office of Economic Opportunity has allocated $2,314,000 to the State of California for the development of migrant service centers throughout the state for the 1969-70 fiscal year.

The State of California as a Migrant Community

Migrant farm workers and their families travel and work throughout California to support the agricultural economy. As non-residents, they are often ineligible for many crucial services.

The statewide plan envisions a comprehensive service support plan for migrants away from home, consisting of integrated and linked programs with the following elements as needed to augment existing services: housing, health, day care, education, and dental care.

Distribution of Migrant Services

The statewide Migrant Services Program provides housing and services for short "flash-peak" harvest needs in 25 existing farm labor housing centers operated by local housing authorities or boards of supervisors and are under construction in two other locations. Facilities can be constructed in those areas which have a short-term migrant impaction.

Components in the Statewide Migrant Program

The Migrant Program under the Economic Opportunity Act of 1964 can provide augmentation and extension of services to migrant farm workers and their families. The approved grant to California includes the following:

Housing

Durable family shelters for short-term occupancy, including water and sewage service to be constructed by local agencies in areas identified as having severe lack of housing for migrants.

Education

Basic education, general shop education, vocational education and on-the-job training.

Day Care

Supervised care of children and infants while parents work in the fields, including recreation, education, cultural enrichment, health and nutrition.

Dental Care

Dental care is provided to approximately 50% of center residents through mobile dental clinics operated by the University of California School of Medicine, San Francisco, California.

Financing, Administration and Application Procedure

One hundred percent of the cost of eligible projects can be financed under the grant from the Office of Economic Opportunity. Funds may not be used for purchase of land.

Administration of local projects can be by any eligible agency. Public agencies as well as private nonprofit agencies with a prior concern for poverty are among those eligible.

Instructions for Preparing Applications

Applications for funds under the statewide Migrant Services Program should be made to Migrant Services, Division of Farm Labor Services, Department of Human Resources Development, 800 Capitol Mall, Sacramento, California 95814, (916) 445-6000.

The following criteria will be employed by the Local Applications Advisory Board in the allocation of funds for housing projects under the Migrant Services program.

CRITERIA FOR ALLOCATION OF FUNDS FOR HOUSING PROJECTS

MIGRANT SERVICES PROGRAM

I. Specific sites will be acquired by a public agency to be available for public use for migrant housing for at least five years.

II. Local applicant agencies shall present evidence to the Local Applications Advisory Board which clearly documents the need for housing units to be occupied during periods of peak labor need. The site selected shall be located in an area where farms are predominantly small.

III. The selection and acquisition of sites for migrant housing shall be guided by the following criteria in order to assure full consideration of the welfare needs and conveniences of migrants and to preclude private gain or benefit inconsistent with the purposes of the grant:

a. Proximity to community and community utilities: i.e. water supply, sewage treatment and garbage disposal;

b. proximity to harvest area which attracts migrants;

c. accessibility to educational, day care, and health facilities if these are not to be on the site;

d. convenience to grocery, laundry, drug, gasoline, and other services;

e. ease of access and discovery from major thoroughfares used by migrants;

f. size adequate to meet the minimum space requirements of the proposed camp including social factors. Density of housing units shall be not more than 10 units per acre excluding area required for sewage treatment facilities;

g. capability for the development of a domestic water supply and a sewage disposal system which meets state and local sanitation requirements.

MIGRANT FAMILY HOUSING SERVICES

I. Shelter Units

A. The shelter units meet the following criteria:

1. Basic family shelter units must be large enough to shelter a family of five and include a minimum of 448 square feet of interior floor space. Families exceeding five or with more than three adults will be expected to occupy a second shelter.

2. Units provide adequate protection against normal environmental factors including heat, cold, wind and rain to permit comfortable and healthful occupancy.

3. Individual living units are durable enough to withstand the hard use that can be expected. They should be resistant to fire, mildew and insect damage. Minor repairs should be simple and inexpensive.

4. The shelters developed with this grant must meet the minimum social and physical needs of the occupants. The installation of such shelters are subject to requirements set forth by local zoning, sewage disposal and water supply ordinances.

5. Notwithstanding the provisions of California Labor Code, Section 2629, the shelters developed must conform to minimum standards of construction, occupancy and safety, applicable to temporary buildings in labor camps.

II. Plans

A. Plot plans and detailed descriptions of the proposed facility must be on file in the state office prior to the start of construction. No invoice will be honored for major construction except in those cases where detailed construction plans and specifications have been approved by the state. Major construction includes any construction of central facilities of a permanent nature including but not limited to utility buildings, showers, education and day care buildings and administrative buildings.

B. Sites

Specific sites will be acquired as needed for all temporary housing acquired with assistance under this grant. Lease of sites will provide that the sites be available for public use for migrant housing for at least five years.

1. No contract funds are available for the acquisition of land. In those cases where it is warranted by special conditions, funds will be available for rental or lease of land.

2. No permanent capital improvement may be constructed on or to serve land not in public ownership. Permanent capital improvements may include but are not limited to roads, sewer systems, water systems and permanent buildings.

C. Facilities

1. Migrant Service facilities, including all improvements constructed or installed with assistance under this grant, will remain in public ownership or subject to exclusive public use and control for a period which is reasonable in view of the purposes of this grant and the character and value of such sites and improvements.

III. Administration

A. Personnel

1. Each migrant shelter facility must be staffed to adequately maintain and supervise the facility.

a. Manager

(1) Responsible to governing board for camp administration;

(2) Supervision of staff;

(3) In those situations in which an existing farm labor supply center is being augmented, a coordinator responsible to the manager of the existing facility may be engaged to assist the manager in supervising the augmented facility.

b. Camp Aides

(1) These are to be recruited from the residents of the camp;

(2) There should be no more than one aide for each twenty-five families;

(3) There should be no more than one aide employed from any single family unit;

(4) Must have clearly defined jobs with definite training and supervision;

(5) These positions are designed to provide maintenance and extend social services to the camp occupants;

(6) Camp aides are not qualified to operate program elements except under direct supervision of qualified personnel.

c. Other Staff

(1) Technical personnel including architects, engineers and sociologists may be engaged for specific jobs which are in the approved contract agreement;

(2) Existing maintenance and clerical staff can be augmented to provide for increased workload as long as every attempt is made to provide opportunities for camp occupants in trainee and aide positions where appropriate;

d. Statement of Personnel Policy

Personnel

The contractor will be expected to employ only capable and responsible personnel who are of good character and reputation, are sympathetic with the objectives of the Economic Opportunity Act and the administrative policies promulgated thereunder, and are not members of subversive organizations. While the attainment of a high level of education and prior experience may be essential to performance in certain capacities, every consideration should be given to providing opportunities to poor persons who have been denied the benefit of formal education and who are willing to learn to perform new functions.

Within thirty days, the grantee will submit to OEO a detailed biography of the Director of the staff which is to work on the community action program.

This is a model contract and may be changed to fit particular circumstances and latest OEO policies.

MIGRANT PROGRAM GRANT AGREEMENT

DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 197__, at Sacramento, California, by and between the State of California through its Department of Human Resources Development (hereinafter called the Department or the State) and _____ (hereinafter called the Contractor),

WITNESSETH:

WHEREAS, the Congress of the United States enacted Title III B of the Economic Opportunity Act of 1964 (42 U.S.C. 2861 ff.) to provide for the granting of federal funds for the purpose of developing and operating programs which will meet the special needs of the migratory agricultural workers and their families in the fields of housing, sanitation, education and day care of children; and

WHEREAS, in furtherance of this purpose the United States Office of Economic Opportunity (hereinafter called OEO) has made a grant to the Department, which is authorized to conduct and administer a program to aid migrant agricultural workers and their families in California (hereinafter called migrants) by California Unemployment Insurance Code Section 301.5 and 328; and

WHEREAS, the Department has signed an interagency agreement with the California Departments of Education and Social Welfare to provide for the day care of children through the services of local school districts; and

WHEREAS, the construction of migrant housing units and related facilities (hereinafter also called housing centers), and their maintenance and operations during periods of occupancy by migrants (hereinafter called the on-season), is principally supported by federal funds; and

WHEREAS, the maintenance and protection of housing centers during periods when not occupied by migrants (hereinafter called off-season) is principally supported by State funds; and

WHEREAS, the Department may permit the operation of housing centers during the off-season on a cost-reimbursement basis for disaster relief, national urgency, or similar purposes; and

WHEREAS, the Contractor is a _____ which has qualified to receive Federal and State migrant aid funds in support of a project approved by the Department to maintain and operate during the on-season and maintain and protect during the off-season a total of _____ housing units and related facilities in a housing center located on public land in the County of _____ which has been made available by _____;

NOW, THEREFORE, it is mutually agreed as follows:

1. The Contractor shall provide fiscal management services, employ staff, and purchase, rent and use supplies and materials as needed to operate, protect and maintain migrant housing units and related facilities according to the following specifications:

   a. the Contractor shall perform its obligations under this contract within and according to that part of the attached Budget, Exhibit A, which corresponds with the on-season and off-season periods as designated in advance by the Department; it is understood and agreed that the designation of on-season and off-season periods in the attached Budget shall prevail unless the Department directs otherwise, and if the dates of these periods are varied by direction of the Department the budget for the period which is diminished shall be ratedly reduced, but the total budget of the period which is increased may not be increased without a valid written amendment of this contract in accordance with clause 11 hereof;

   b. the Contractor shall hire staff as shown on the attached Budget, Exhibit A, subject to continuing approval by the Department of the job descriptions and salaries (within budgeted salary ranges) for the staff positions, and subject to continuing approval by the Department of the qualifications of staff members for their respective positions;

   c. the Contractor shall, during the off-season period designated by the Department, maintain and protect _____ housing units and related facilities located at _____, _____ housing units and related facilities located at _____, _____ housing units and related facilities located at _____, and _____ housing units and related facilities located at _____ according to the specifications for off-season set forth in attached Exhibit B, Special Terms and Conditions, which is

hereby incorporated by reference and made a part hereof;

d. the Contractor shall, during the on-season period designated by the Department, maintain and operate _____ housing units and related facilities located at _____, _____ housing units and related facilities located at _____, _____ housing units and related facilities located at _____, and _____ housing units and related facilities located at _____ according to the specifications for on-season set forth in attached Exhibit B, Special Terms and Conditions, which is hereby incorporated by reference and made a part hereof;

e. the Contractor shall, during the off-season period designated by the Department operate or permit the operation of the migrant housing and related facilities covered by this contract, when the Department so directs, for disaster relief, national urgency, or similar purposes, provided that the Contractor is fully reimbursed for the costs of such operation or fully insulated from such costs;

f. the obligations under this contract are hereby made expressly contingent upon the availability of funds for the purposes of this contract from the OEO and the State of California, and for purposes of this condition the on-season and off-season activities shall be considered severable obligations of both parties to this contract;

g. the Contractor shall perform such further incidental duties as may reasonably be required by the Department for the efficient conduct of the entire Migrant Program in California, of which this contract represents a part, provided that such duties may not involve costs in excess of available budgeted funds;

h. for purposes of this contract, the word "maintain" and its cognates shall include repair, protective maintenance, and surveillance.

i. the Contractor shall, during the on-season period designated by the Department, make available any day-care building at the housing center and otherwise aid the Departments of Education and Social Welfare to conduct day care and health services at the housing center.

2. The Contractor shall spend no more than $ _____ in the performance of this contract, of which amount nothing is to be contributed by the Contractor. It is expressly understood and agreed that in no event will the total amount paid by the Department to the Contractor under this contract exceed $_____ for full and satisfactory performance of all items shown on the attached Budget, marked Exhibit A, which is hereby incorporated by reference and made a part hereof. The funds provided in the Budget of this contract may be expended only for the actual cost of the Contractor's services, and there shall be no net profit to the Contractor.

3. The Contractor shall carry out the services described in clauses 1 and 2 of this contract in accordance with the attached Specific Terms and Conditions, marked Exhibit B; in accordance with the attached General Terms and Conditions, marked Exhibit C; in accordance with the attached Fair Employment Practices Addendum, marked Exhibit D; and in accordance with the attached Statement of Assurances, marked Exhibit E; all of which Exhibits B, C, D, and E are hereby incorporated by reference and made a part hereof. Any conflict between the terms of Exhibit B and other provisions of this contract shall be resolved in favor of Exhibit B.

4. The term of this contract shall be from _____, 197__ to _____, 197__.

5. The Contractor may exceed by ten percent (10%) the budgeted costs for any nonpersonnel item shown on the incorporated budget, marked Exhibit A, provided that the total non-personnel element of the budget is not thereby increased. Where (a) a larger transfer is desired, or (b) a transfer, regardless of the amount, would result in a substantial change in the character and scope of this contract, a valid amendment must be secured, as provided in clause 11 hereof.

6. The Department agrees to advance funds for the purposes of this contract, which advances will be repaid by the Contractor either in cash or by the filing of a proper claim. No advance will be for more than ten percent (10%) of the maximum amount of this contract, as set forth in clause 2 hereof, and no further advance of any amount will be authorized by the Department prior to the receipt of a valid claim to liquidate at least half of any outstanding advance.

7. The Department shall make monthly payments to the Contractor upon receipt of an invoice. This invoice shall be in duplicate and indicate disposition of funds in such detail and format as is acceptable to the Department, including identification of any budget item that has, in the aggregate, exceeded the distribution set forth in the Budget, marked Exhibit A. Payment shall be made only from funds specifically authorized for the purposes of this contract by the OEO.

8. The Contractor shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the Department or the Director of the OEO to assure a proper accounting of all project funds, whether Federal or non-Federal. The Contractor shall submit to the OEO, on demand, evidence that it has established an accounting system which, in the opinion of a certified public accountant or duly licensed public accountant, is adequate to meet the purposes of this contract.

9. All records and accounts of the Contractor required by clause 8 hereof will be made available for audit to the Department, the OEO, or the Controller General of the United States, or any authorized representative of those entities, and will be retained for three years after the expiration of this contract unless permission to destroy them is granted by both the Department and the Director of the OEO. The Contractor shall make financial, program progress, and other reports as required by Department or OEO representatives, and will arrange for on-site inspections at the request of representatives of either.

10. The parties hereto agree that the Contractor, or any agents or employees of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or of the United States, and the Contractor shall not contract or incur expenses in the name of the Department, or the State of California, or the United States.

11. This contract may be amended only in writing by agreement of both parties.

12. The Department and the Contractor shall have the right to terminate this contract on ten (10) days' notice as provided in paragraph 1 of Exhibit C, except that shorter notice may be given by the Department under the circumstances set forth in subparagraph 1b of Exhibit C. In the event of termination the Contractor shall permit the Department to designate a qualified public agency or private non-profit agency to operate the housing site and housing facilities according to current OEO regulations and guidelines.

13 This contract may not be assigned by the Contractor, and any attempted assignment shall render this contract subject to termination by the Department.

14. This contract is subject to the approval of the California Department of General Services.

IN WITNESS WHEREOF, this agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT

CONTRACTOR

BY _____

BY _____

SAMPLE BUDGET LAYOUT

MIGRANT PROGRAM GRANT AGREEMENT

EXHIBIT A

BUDGET

ON-SEASON BUDGET FOR THE PERIOD JULY 1, 1970 THROUGH SEPTEMBER 30, 1970 AND FOR THE PERIOD APRIL 1, 1971 THROUGH JUNE 30, 1971:

SAMPLE BUDGET LAYOUT

Sub-total: $26,681

OFF-SEASON BUDGET FOR THE PERIOD OCTOBER 1, 1970 THROUGH MARCH 31, 1971:

SAMPLE BUDGET LAYOUT

Sub-total: $11,858

TOTAL: $38,539

SAMPLE BUDGET LAYOUT

MIGRANT PROGRAM GRANT AGREEMENT

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

Contracts for Migrant Programs supported by OEO funds granted to the State of California and by State funds which call for operation, protection, or maintenance of migrant housing units and related facilities are subject to the following:

I

During the period of this contract which is designated as off-season by the Department, the Contractor shall maintain and protect the housing units and related facilities covered by this contract according to the following specifications:

1. The Contractor shall comply with the standards of maintenance and protection set forth in the California Migrant Master Plan Maintenance Manual (dated December, 1967) which has previously been provided to the Contractor, and which is summarized in subdivisions 2 and 3 of this clause;

2. The Contractor shall thoroughly clean, sanitize, and repair appliances, toilets, sinks, showers, electrical wiring, furniture, walls and floors of each dwelling unit and provide adequate ventilation for each dwelling unit; drain water lines, basins and toilets where there is a danger of damage from freezing; paint shower stalls, bed frames, tables and chairs where needed; repair and clean windows and window screens; caulk sinks, wash basins, shower stalls, windows and doors, and floor to wall exterior joints where needed; if there is a laundry building on the premises the Contractor shall disconnect and repair the equipment, drain water lines, thoroughly clean the building and equipment, and secure the building for the winter; if there is a day care building on the premises the Contractor shall clean and repair the building in the same manner as with dwelling units; if there are outside toilets and showers on the premises, the Contractor shall clean and repair and drain water from these facilities in the same manner as with dwelling units;

3. On the premises of the housing center, the Contractor shall control weeds and insects, patch roads, grade away water-retaining depressions, dispose of junk cars and car parts and other trash, and shut off electricity and gas to facilities that will be unused;

4. The Contractor shall wash the exterior of all dwelling units and related buildings covered by this contract, and if excess property paint is provided by the State or funds for paint provided in the off-season Budget for this contract the Contractor shall paint the interior and exterior of all dwelling units and related buildings which are in need of paint; provided that lead-based paint shall never be used on building interiors; where appropriate for maintenance purposes, painting may be done in lieu of washing;

5. The Contractor shall cooperate with the State in scheduling maintenance and protection to prepare the housing units and related facilities covered by this contract for on-season or off-season occupancy.

II

During the period of this contract which is designated as on-season by the State, the Contractor shall maintain and operate the housing units and related facilities covered by this contract for occupancy according to the following specifications:

1. Absolute priority shall be given at all times in granting occupancy and use of the housing and other facilities constructed with OEO Grant funds on a first-come first-served basis to migrant and seasonal farm workers and their families who normally are domiciled outside the commuting or "day-haul" area of the housing to which they apply:

2. For the purposes of clause 1 of this Exhibit, migrant or seasonal farm workers are persons who fit within the following described classifications, as determined from inquiry made of the housing applicants by the Contractor:

   a. at least fifty percent of the total annual income of the applicant's household must have been earned in agricultural employment on a seasonal basis for more than one employer during the current or preceding calendar year;

b. the total annual income of the applicant's household during the current or preceding calendar year must have fallen within the following limits -

Family Size	Non-Farm Families (Families that do not grow a major portion of their own food supply)
1	$1,800
2	2,400
3	3,000
4	3,600
5	4,200
6	4,800
7	5,400
8	6,000
9	6,600
10	7,200
11	7,800
12	8,400
13	9,000

In addition to the above criteria, the qualifying income earned by the applicant's household must have been earned in, and the applicant's own usual occupation must be employment in, one or both of the following described occupations:

c. Migrant Farm Worker - A migrant farm worker is a seasonal worker in agriculture or agriculturally related seasonal industry who finds jobs by moving each year to one or more work locations beyond normal commuting distance from a place he calls "home". Customarily he returns to his home when the crop season is over elsewhere. Even in this so-called "home" community he may be disqualified for certain community benefits and services afforded other citizens because of his seasonal migration to other parts of the country. Frequently family dependents accompany the worker's seasonal migration and they may also work in agriculture and related seasonal industry. For purposes of this description, agriculturally related seasonal industry is defined as farm work or work related to the crops which is exempt from the provisions of the Fair Labor Standards Act as they relate to wages and hours, including overtime after a 40-hour week;

d. Farm Worker - a farm worker works on a farm devoted to diversified agriculture, performing duties requiring a knowledge of livestock and crops and maintenance of structures and equipment: prepares soil for planting by plowing, harrowing, and fertilizing; seeds, cultivates, sprays and harvests crops, using a variety of horse and tractor-drawn machinery; may irrigate crops; tends livestock and poultry, observing general conditions and administering simple medications to animals and fowls; hauls feed to livestock during grass shortage and winter months; operates, repairs, and maintains farm implements and mechanical equipment, such as tractors, gang plows, ensilage cutters, hay balers, cotton-pickers, and milking machines; repairs farm buildings, fences, and other structures; may haul livestock and produce to market.

The Contractor shall in good faith cooperate with the State in efforts to assure that the above definitions are interpreted and applied in a manner consistent with applicable law and OEO regulations.

3. The Contractor shall limit residence within the housing center to persons and their families who qualify for occupancy of the housing units, except that occupancy of the housing center premises by others in temporary or movable shelters may be permitted if approved by the State.

4. Not more than thirty (30) days after a housing center has become at least fifty percent (50%) occupied, the Contractor shall assist and encourage the residents of the housing center to elect from among themselves a Resident Council, consisting of seven persons, which shall have the following responsibilities:

   a. elect from among themselves a chairman,

   b. advise the resident manager of the housing site on any matter pertinent to the operation of the housing center, including the hiring of aides,

   c. determine, upon application, which non-resident groups may use common center facilities,

   d. recommend such improvement in housing center operations or programs as may reasonably be paid for from rental income available under this contract for such purposes or from fees collected

for the use of common housing center facilities by non-resident groups,

e. represent all residents of the housing center on matters which properly should be presented to the housing center resident manager, the State, or the OEO.

5. The common facilities of any housing center, such as the day care building, shall be available for the general use of the housing center's residents at any time such facilities are not required for regular day care programs or similar ongoing activities; the Contractor shall have primary control over the day care building for the purposes scheduling and preparing its use as a day care center for the children of residents at the housing center;

6. Individuals or groups outside the housing center may be permitted to use common facilities for any legal purpose upon application to the housing center's resident manager, who shall immediately refer the application to the Resident Council (provided it exists), and the Council shall approve or reject any application, or condition approval upon the payment of a reasonable fee to offset costs involved in the use of the facilities, such decision of the Council being final;

7. The Contractor shall maintain the housing center at all times in a safe and sanitary condition in accordance with standards prescribed by State law and local ordinance, and the Contractor shall terminate occupancy of the housing site by any individual whose conduct or habits damage site facilities or expose other residents of the site to health or safety hazards or civil liability, provided that prior to eviction of any person on these grounds the Contractor shall use its best efforts to correct the offense first through private warning, then through appeal to the Resident Council;

8. The Contractor may charge housing center residents for occupancy at the maximum rate of $.75 per day per family for plywood conventional housing lacking internal sanitary facilities, and $1.00 per day per family for plywood conventional housing which has internal sanitary facilities. Rent collected by the Contractor may be used for programs or services approved by the OEO and the State, but otherwise the rent shall be remitted to the State. Upon written order of, and as directed by, the Director of

the Department of Human Resources Development, the Contractor shall deposit to a special account in the State Treasury all monies collected as rent.

9. The Contractor shall keep such occupancy records as the State shall require for the purpose of obtaining demographic statistics relative to migrant and seasonal farm workers and relative to the functioning of the housing center or centers covered by this contract.

10. No funds granted under this contract shall be used for the acquisition of land, and no permanent capital improvement to be constructed on or to serve land not in public ownership shall be allowed without prior specific approval of the State. Permanent capital improvements, include but are not limited to, roads, sewer systems, water systems, and permanent buildings.

III

During both the on- and off-season periods of this contract and during all times when the Contractor shall directly or indirectly benefit from this contract and the migrant housing provided for herein, the Contractor shall be bound by the following:

1. The Contractor shall not obtain or have an ownership interest in the housing units covered by this contract. All housing units covered by this contract shall at all times remain legally severable from the real property on which they are placed, and the title to these units shall be in the State for the benefit of the OEO; if the housing sites or housing facilities are converted to uses other than those provided for under this contract, the State and the OEO shall have the right to move and remove to other sites, without reimbursement of any kind to the Contractor, any of the units which the State or the OEO, in its sole discretion, considers usable.

END OF EXHIBIT B

MIGRANT PROGRAM GRANT AGREEMENT

EXHIBIT C

GENERAL TERMS AND CONDITIONS

Contracts for Migrant Programs supported by OEO funds granted to the State of California are subject to the following:

1. Termination of Contract. The State shall have the right to terminate this contract by giving 10 days' written notice to the Contractor of such termination:

   a. if, through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this contract or shall violate any of the covenants, agreements, stipulations and assurances of this contract; or

   b. if the United States Office of Economic Opportunity terminates the grant under which this contract is made, in which case the termination date of this contract shall be no later than the termination date specified by the Office of Economic Opportunity in its termination notice to the State.

   The Contractor shall have the right to terminate this contract by giving 10 days' written notice to the State in the following situation:

   c. if the Contractor is unable to comply with such additional conditions as may be lawfully applied by the Office of Economic Opportunity to the grant to the State.

   In the event of termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this contract shall, at the option of the State, become the property of the State, and the Contractor shall be entitled to compensation for any unreimbursed expenses necessarily incurred to the extent of satisfactory performance of the contract.

   If termination is based upon wilful breach by the Contractor, the Contractor shall be entitled to reimbursement for expenses incurred only to the extent that benefit is bestowed upon the State at the time of the breach.

Benefit in this instance will be determined by reference to the contract and what is anticipated therefrom.

The Contractor shall bear liability to the State for damages sustained by the State by virtue of any breach of the contract by the Contractor, and the State may withhold any reimbursement to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the State from the Contractor is agreed upon or otherwise determined.

2. Travel Expenses. If the Contractor is a public agency, expenses charged for travel shall not exceed those allowable under the customary practice in the government of which the agency is a part, or those expenses allowable under State or United States Government regulations, whichever policy is the most restrictive. If the Contractor is a private agency, expenses charged for travel shall not exceed those which would be allowed under the rules of the United States Government or the State of California governing official travel by its employees, whichever policy is the most restrictive.

3. Expenses Disallowed. No contract funds shall be expended for:

   a. any expenses other than those necessarily incurred in the performance of this contract;

   b. the purchase of real property;

   c. the purchase of personal property at prices exceeding $500 per item;

   d. the cost of meals for employees or officials of the Contractor except when on travel status;

   e. costs incurred before the effective date of this contract.

4. Accounting for Property. If property costing less than $25 per item (1) is properly acquired with contract funds, and (2) is expected at the time of acquisition to be used indefinitely for the purpose for which it was purchased, title to such property shall vest in the Contractor at the time of acquisition. If property acquired with contract funds (1) has a cost of $25 or more per item or is (2) not expected at the time of acquisition to be used indefinitely for the purpose for which it was acquired title to such property shall vest in the State to be held on behalf of the OEO. If proper-

ty purchased under this contract is diverted to uses inconsistent with this contract, the Contractor shall be liable to the State for the unused value of such property.

5. Publication and Publicity. The Contractor may publish results of its functions and participation in the approved Community Action Program without prior review by the State, provided that such publications acknowledge the program as supported by funds granted by OEO pursuant to the provisions of the Economic Opportunity Act of 1964, and that five copies of each publication are furnished to OEO plus such copies to the State as State may reasonably require.

6. Copyrights. If the contract results in a book or other copyrightable material, the author is free to copyright the work but the Office of Economic Opportunity reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and other material which can be copyrighted resulting from the contract.

7. Patents. Any discovery or invention arising out of or developed in the course of work aided by this contract shall be promptly and fully reported by the Contractor to the State and to the Director of OEO for the determination as to whether patent protection of such an invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

8. Labor Standards. All laborers and mechanics employed by contractors or subcontractors and the construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this contract shall be paid wages and rates not less than those prevailing at similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5).

9. Covenant Against Contingent Fees. The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the State shall

have the right to annul this contract without liability, or in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10. Political Activity Prohibited. None of the funds, materials, property or services contributed by the State or the Contractor under this contract shall be used in the performance of this contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

11. Religious Activity Prohibited. There shall be no religious worship, instruction or proselytization as part of or in connection with the performance of this contract.

12. Use of Funds. Funds may be expended pursuant to the contract only for the purposes specified herein and in accordance with applicable Federal, State and local laws and regulations. The Contractor assumes liability for any expenses incurred which are disallowed by OEO as being expended for an unspecified purpose under the grant to the State. Contractor agrees to reimburse State and OEO for unlawful expenditures. Funds may be used for the following direct costs: salaries and necessary travel expenses of professional, technical and supporting personnel; rental of space (including minor renovations and repairs); purchase of equipment, supplies and services; and such other specifically authorized expenses as may be essential to carry out the project. Where personnel work only part time on the project, only that portion of their salaries and travel attributable to project operations may be paid from contract funds. Supporting time, salary and travel records must be kept in such instances.

13. Personnel. The Contractor will be expected to employ only capable and responsible personnel who are of good character and reputation, are sympathetic with the objectives of the Economic Opportunity Act and the administrative policies promulgated thereunder, and are not members of subversive organizations. While the attainment of a high level of education and prior experience may be essential to performance in certain capacities, every consideration should be given to providing opportunities to poor persons who have been denied the benefit of formal education and who are willing to learn to perform new functions.

Within thirty days, the grantee will submit to OEO a detailed biography of the Director of the staff which is to work on the community action program.

14. Site Preservation. Contractor will assure that project sites, together with all improvements constructed or installed with assistance under this grant, will remain in public ownership or subject to exclusive public use and control for a period which is appropriate and reasonable in view of the purposes of this grant and the character and value of such sites and improvements.

END OF EXHIBIT C.

MIGRANT PROGRAM GRANT AGREEMENT

EXHIBIT D

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

   (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

END OF EXHIBIT D.

MIGRANT PROGRAM GRANT AGREEMENT

EXHIBIT E

STATEMENT OF ASSURANCES

1. The parties hereby acknowledge that all contracts using funds granted by the United States Office of Economic Opportunity are subject to Title VI of the Civil Rights Act of 1964 and to regulations adopted by the Office of Economic Opportunity to effectuate that Act.

2. The Contractor covenants that it shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C.2000) and with the Regulations of the Office of Economic Opportunity (45 C.F.R. 1010ff), including all amendments thereof, and that it shall cooperate with all affirmative actions taken by the State to deter or eliminate discrimination as prohibited by said laws and regulations.

3. The Contractor further covenants that its compliance with the said laws and regulations shall continue, without regard to the dates of performance for the Services under this contract, for the periods of time set forth in the following schedule:

   A. Where contract funds are used to construct, repair or maintain improvements upon real property, then the Contractor and any transferees of said property (or part thereof) shall be bound for the duration of the planned use of the property under this contract or under the Migrant Program of which this contract is a part and the Contractor will record a deed restriction on the property to this effect;

   B. Where contract funds are used to acquire, repair or maintain personal property, then the Contractor shall be bound during the period for which it retains ownership or possession of said property;

   C. Where contract funds are for any purposes other than set forth in paragraph 1 and 2, above, then the Contractor shall be bound for the duration of the period for which it receives funds under this contract or under the Migrant Program of which this contract is a part.

4. Without limitation of the generality of the foregoing, the Contractor acknowledges that prohibited forms of discrimination under said laws and regulations include any and all separate or differential treatment of persons on the basis of race, color, religion, sex, or national origin resulting in denials, restrictions, disadvantages, advantages or privileges with regard to services, financial aid, or benefits arising under the Migrant Program of which this contract is a part. The Contractor covenants that it shall not utilize, directly or indirectly, any criteria, requirements, conditions, or methods of administration which have the effect of subjecting persons to such discrimination or of defeating or substantially impairing the objectives of the Migrant Program.

5. To effectuate the purposes of this contract Exhibit, the Contractor agrees to promptly record an appropriate covenant or encumbrance upon the title to any land affected by this contract, including all land upon which improvements are made, facilities maintained, or programs operated. Such covenant or encumbrance shall be effective at least for the periods of time set forth in paragraph 3 of this Exhibit.

6. The Contractor agrees that the remedies of specific performance and injunction should be available to the State to enforce the assurances given in this statement.

END OF EXHIBIT E.

Rental Rules

1. All families will be required to pay one week's rent in advance at time of registration.

2. A $10.00 security deposit from each family will be required at time of registration. An additional deposit of $5.00 will be required for any special equipment such as heaters, coolers, etc.

3. Tenants with a record of unpaid damages must make restitution of their prior obligations in accordance with the schedule of amounts for breakage etc. An additional security deposit in the amount of the restitution will be required.

4. The head of the household is responsible for the registration of all family members present. If a significant change occurs in the number of family members present then he must re-register.

5. All tenants are required to check out at time they move away from the center. At time of check out, all unused rent paid in advance must be refunded and all security deposits returned less any charges for damage to the houses or equipment.

6. Families leaving without checking out forfeit all security deposits and unused rent.

7. Persons who are not members of the family household must not be permitted to share a unit with the family.

8. Behavior by tenants which threatens the health and safety of others or which creates a public nuisance disturbing the peace of other residents will not be tolerated.

Migrant Day Care

Purpose: The primary purpose of day care service is to offer protective supervision and educational experiences to pre-school and school age children whose parents are engaged in agricultural employment and are living in OEO financed migrant housing projects.

Services:
1. Protective Supervision
2. Preschool Education
3. Health Services
4. Nutritional Services
5. Develop Parental Participation
6. Dental Services

Migrant Day Care centers are operated in each of the 25 migrant family housing centers under the California Migrant Master Plan. These services are available to the children of migrant families living in the centers. When capacity of the center permits, the children of migrant families living outside the centers may also be accepted for day care.

Day Care centers are administered by the State Department of Education, Division of Compensatory Education, under the terms of a joint contract between the State of California Department of Education, Department of Social Welfare, and Department of Human Resources Development.

The Department of Education has sole responsibility for the operation of this program, which is conducted through local educational agencies subject to the following guidelines and conditions:

1. Education Guidelines for compensatory preschool educational programs will be followed. Curriculum and materials will be based on the Regional Migrant Education Project (Merced).

2. Extended Day Care Guidelines and standards for plants, facilities, and personnel established by the Department of Social Welfare will be followed.

3. Health Services Guidelines and requirements of the State Department of Public Health will be followed as related to health screening, referral, follow-up and reporting.

4. Staff Training Preservice and decentralized inservice training will be provided in conformity with the program established for the Regional Migrant Center by the Bureau of Community Services, Department of Education.

5. Information System The Record Transfer System developed by Education's Office of Compensatory Education, Community Services and Migrant Education will be used.

6. Fiscal Controls Will be maintained in conformity with those developed by and used in Education's Bureau of Preschool Education Programs.

7. Program Control Will be in conformity with the above referred to Guidelines and the Preschool Curriculum Guide for Children's Centers.

8. The design of the total system will be in accord with the non-waivable Federal Interagency Day Care Requirements.

Migrant Infant Care

Migrant infant care services are being initiated in the 1970 operational year at selected Migrant Family Housing Centers. This service is being developed in a demonstration project basis in conformance with infant group care standards adopted by the California State Department of Social Welfare. This program provides for infant care for migrant agricultural families in cooperation with Day Care/Preschool programs operating at the same centers.

Project Description

A PROJECT TO PROVIDE GROUP INFANT CARE SERVICES

AT SELECTED PUBLIC FARM LABOR CAMPS IN CALIFORNIA

Problem

Although a comprehensive program of day care/preschool services has been provided for the 25 currently established Master Plan Farm Labor Camps throughout the State, no infant care services have been available through supervised programs. With the establishment of State standards for group infant care, attention is called to the marked need for such care among the migrant agricultural workers of California. Due to the nature of the adult migrant farm labor force, those members of the family group who would be expected to care for the very young children must contribute to the family income by working in the field with other family members. As a result, infants must be left in the care of other young children (often to the deprivation of school experiences for the caretaker), or taken to the fields to be left in cars or laid on the ground at rows end while the mother works her way down and back.

Home care of infants has proven to be no solution to the problem. The migratory aspect plus the lack of suitable facilities for home care in the camp, and the lack of available homes among permanent residents of the area, has precluded the possibility of individual home care as a solution. The proposed group infant care program, operating in cooperation with established child care centers now offers a hope for safe, dependable care specifically designed to safeguard desirable emotional and physical development of each infant served.

Significance

A successful program of group infant care will have both local and wide ranging significance. At the center level this program will provide a much needed service contributing toward the physical and emotional needs of the infant, removed from a potentially hazardous condition to an environment that will be safe and secure, with his physical and psychological developmental requirements met in accord with infant group care standards developed by the State Department of Social Welfare.

On a wider scale, this project will demonstrate that the feasibility of group infant care to adequately provide for the previously unmet needs of migrant families and others who have no satisfactory provision for infant care during the work day. Other farm labor camps, other rural, suburban and urban neighborhoods might visit this program as an example of the proper care which can and will be provided our children.

Method of Approach

This project proposes to establish three group infant care programs at three established farm labor camps. Children's Day Care/Preschool Centers are currently operating at these camps at Harney Lane (San Joaquin County), Dixon (Solano County) and Gridley (Butte County). At each of these centers, facilities will be built, improved or temporarily leased pending building, in which a complete program of group infant care will be developed according to Federal Interagency Day Care requirements and the standards adopted by the State Department of Social Welfare. Each program will operate in coordination with, but physically separated from the Child Care Centers for 2 through 5 year olds. Infants served will include all those of migrant families living in the temporary public housing in the respective camps. Harney Lane and Dixon will serve up to 32 infants in each center, and Gridley will serve up to 20. Waiting lists will be maintained for applicants over these maximums. The age group to be included is from approximately 6 weeks to 2 years.

A program of health and nutritional services will be maintained, with frequent screening and any necessary followup services. Individual dietary requirements of the infants will be closely observed.

Staffing will be in accord with SDSW standards, with a sharing of some personnel (cook custodian, community worker) with the Day Care/Preschool Program. Hours of operation will be from about 5:30 AM to 6:30 PM, adjusted according to the local working hours of parents.

Operational accountability will be delegated to Regional Migrant Education offices under agreement with the Bureau of Community Services and Migrant Education. The program will be monitored closely by the members of this Bureau as well as consultants from the Bureau of Compensatory Preschool Education and regional supervisors. Required Social Welfare services will be provided by social workers from those local Social Welfare offices of counties in which centers are located.

Each center will conduct a program of preservice and inservice education providing a background knowledge of child development theory and practice, with emphasis on the warm relationship needed between infant and worker. Parent education will be an ongoing component of the program.

The program will coordinate with all agencies providing services to the migrant families.

All positions will be filled with mothers from the migrant population served, with emphasis on bilingual (Spanish-English) ability:

Results Expected

This program is planned:

1. To provide infant care for camp resident infants from about 6 weeks to 2 years of age.

2. To provide employment for a number of resident migrant family members.

3. To provide training for mothers of families served.

4. To provide coordination of the various professional agency activities serving the needs of the migrant family.

Scientific Assessment of Results

The program will provide a statistical abstract of infant attendance, health services provided, nutritional services, family data, visitors, expenditures, etc.

Reports will be developed to reflect the attitudes of parents and staff toward the program and program activities.

Evaluative instruments pertaining to physical and emotional development will be examined and tested for practicality for future use.

Local Program Improvement

As indicated, this program is needed to provide a full service for child care at the camp level. With this program established, the migrant family will have available care of children of infant age through age 5. Local individuals and groups will have an opportunity to view a model program which may provide impetus for further development of other local programs.

Significance to Other Areas of the State

This project will have immediate expansion possibilities to other farm labor camps as funds become available. In addition, this project will provide centers which can be used as demonstration programs to visitors statewide.

Project Personnel

All project personnel will be chosen in accordance to Sections 34513, 34517, 34521 and 34527 of the adopted Standards for Infant Group Care, California State Department of Social Welfare. Each center will have a director and assistant director meeting personnel qualifications described. Aides will be chosen from among mothers of migrant families served to the maximum extent possible. Staffing ratios and requirements will be closely observed at all times.